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PUBLIC EMPLOYMENT
RELATIONS BOARD

**Professional Employees
Collective Bargaining Agreement
For School Year 2007 – 2008**

Between the

**South Winneshiek Community School District
Calmar, Iowa**

and the

**South Winneshiek Education Association
Calmar, Iowa**

July 1, 2007 through June 30, 2008

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ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the South Winneshiek Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certification (Case # 150).

The unit described above is as follows: certified personnel, full and part-time; nurses; librarians; and guidance counselors only.

B. Definitions:

1. The term "Board" as used in this Agreement, shall mean the Board of the South Winneshiek School District or its duly authorized representatives or agents.
2. The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement, shall mean the South Winneshiek Education Association or its duly authorized representatives or agenda.
4. The term "day" as used in this Agreement, as a measure of leave benefits provided in this document, shall mean "that portion of a normal school day which employees work in the course of fulfilling the requirements of their individual contracts". (Examples: For an individual employed at 82% of full time, working all day, four of five days and all in-service days, a day is a complete normal school day. For an individual employed at 75% of full time, working three-fourths of each day, a day is three-fourths of a normal school day). This definition may be modified upward for the purposes of extended contracts if the modification is expressly stated on the individual contract. (Example: The previously described 75% employee could have an extended contract for 10 "full days" with compensation adjusted accordingly.) All other references to the term "day" shall mean "calendar days", "school days", or "work days" as specified in each case.
5. The term "licensed" or "certified", or variations of those terms, as used in this Agreement shall mean the same as the current official term used by the Iowa Department of Education for required authority to teach in the State of Iowa

ARTICLE II: PROCEDURE FOR NEGOTIATIONS

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places to negotiate in good faith effort to reach an agreement in accordance with Chapter Twenty of the Iowa Code. During the course of negotiations, the parties may make proposals and counter-proposals. Articles tentatively agreed to shall be so noted with a "T.A.", initialed by each party, dated, and shall be set aside subject to ratification of the Agreement. Said tentative Agreement shall be subject to review and reneging by the parties.

B. Requests for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Written or oral requests from the Association for negotiation meetings shall be made to the President of the Board or to the board's designated representative. Written or oral requests from the Board shall be made to the President of the Association or the employee's designated representative.

Negotiation meetings shall be night sessions unless other times shall be mutually agreed upon by the parties. When negotiations are conducted during the regular school hours, release time shall be provided for the Association's negotiating committee.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party.

D. Access to Information

Any information available to any taxpayer is also available to the Association.

ARTICLE III: IMPASSE PROCEDURES

The parties to this contract agree to employ the impasse procedures as outlined in Chapter 20 of the Iowa Code.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee or a group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the employee's representative making the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. Grievances must be filed at the formal level within ten (10) working days of the event giving rise to the grievance.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the

grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it orally with the employee's principal or immediate supervisor, either directly or through a designated representative with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance through use of the attached form. Said form shall be available in the superintendent's office and shall be signed by the grievant and/or the employee's representative. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. The appropriate principal or immediate supervisor shall indicate the disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved party.

If the aggrieved person is not satisfied with the disposition of the grievance, or no disposition has been made within ten (10) working days, the grievance may be appealed to Level Three.

5. Level Three - Superintendent

The superintendent or the superintendent's designee shall meet with aggrieved person within ten (10) school days of the receipt of the grievance. Within fifteen (15) school days of receipt of the grievance, the superintendent or the superintendent's designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved party.

If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent or the superintendent's designee, or if no disposition has been made within fifteen (15) school days of receipt of said grievance, the aggrieved person may proceed to Level Four.

6. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the time limits, the aggrieved person may submit the grievance to binding arbitration by giving written notice to the superintendent within five (5) school days from the date of the level three response.

b. Within ten (10) school days after written notice to the superintendent of submission to arbitration, the superintendent and the aggrieved person shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to

remove the second name. The respective parties shall have one (1) school day each to remove the next two names. The party having the right to remove the first name shall have the right to remove the third name and the party having the right to remove the second name shall have the right to remove the fourth name; the person whose name remains shall be the arbitrator.

- c. The arbitrator so selected shall confer with the superintendent and the aggrieved person or the employee's representative, shall hold hearings promptly, and shall issue a decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proof on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the bargaining agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the school district and the association. The arbitrator's decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express, relevant language of the agreement. The decision of the arbitrator shall be submitted to the superintendent and the aggrieved person, and shall be final and binding on both parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of the hearing room shall be borne equally by the South Winneshiek Community School District and the Association.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or at the employee's option by a representative.

2. Reprisals

No reprisal of any kind shall be taken by the Board or any member of the administration against any party. No reprisals of any kind shall be taken by any employee against any party.

3. Released Time

When it is necessary for an aggrieved person or a representative to meet with a principal, superintendent or arbitrator to make a formal presentation of a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation beginning with Level 4 arbitration. The above shall be allowed to a maximum of three (3) people.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all aggrieved parties and to the Association. Decisions

rendered at Level Four shall be in accordance with the procedures set forth in the section on arbitration.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings

Unless both parties mutually agree to a public hearing during the arbitration, all meetings and hearings under this procedure shall be conducted in private.

ARTICLE V: ASSOCIATION RIGHTS

A. Use of Facilities

The employees shall have, upon request, the use of the school buildings and facilities at all reasonable hours for school-related business, subject to the approval of the superintendent. Meetings may commence after student dismissal at times agreed upon by the superintendent and employees. The principals of the buildings shall be notified of the time and the place of such meetings.

B. Communications

The employees shall have the right to post notices of their activities on matters of their concern on employee bulletin boards. The employees may use the school mail boxes for communications and may use school e-mail for the conduct of association business, not to include activities forbidden by statute (Lobbying etc.).

C. Access to Members

Any employee or the employee's representative may be permitted to transact official employee business on school property (outside representatives must check in with building principal or designee) provided that it does not interfere with or interrupt normal school operations such as when the employees are in class or involved in assigned duties.

ARTICLE VI: DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may authorize payroll deduction of professional dues. These shall be deducted from salaries for a period of either four (4) consecutive months (September, October, November, December) or for twelve (12) consecutive months (September through August) and paid to the South Winneshiek Education Association.

B. Transmission of Dues

The Board shall transmit to the Association the total monthly deductions following each regular pay period, and shall make available a listing of the employees for whom the deduction was made.

C. Hold Harmless

The authorization for deduction of dues must be in writing on a card provided by the Association and must be filed with the board secretary by September 1. The authorization card shall contain the phrase "I agree to indemnify and hold harmless the Board, individual

board members and all administrators against any and all claims, costs, suits, or other liability and all court costs arising out of the agreement between parties for dues deductions.”

D. Termination

Dues deduction shall be terminated for the following reasons:

1. After a 30 calendar day written notice
2. Termination of an individual’s employment.
3. End of the school year.

ARTICLE VII: OTHER PAYROLL DEDUCTIONS

Upon appropriate authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance, or any other plans jointly approved by the Board and the Association.

ARTICLE VIII: WAGES AND SALARIES

A. Schedule

The salary will be set according to the attached schedules of the existing contract.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on the employee’s proper step of the salary schedule as of the effective date of this Agreement and in accordance with Paragraph 2 below.

2. Credit for Experience

Credit up to and including step eleven (11) of any salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service is a year in which the employee is hired for at least one semester.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to a corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, the employee shall furnish an official college transcript of additional educational credit with the superintendent no later than thirty (30) calendar days after the beginning of the first semester. The qualifying courses must have prior approval of the superintendent.

3. Career Increment

Career increments in an amount of \$375.00 shall be made the third year an employee is at the top of educational lane III or higher of the salary schedule and

has not received an incremental step during that 3 year period. The career increment shall be retained annually once received. Each employee shall receive a maximum of three (3) career increments. In the event the employee changes educational lanes, the three-year waiting period will start over. Initial determination of career increments will be on the following basis: Those individuals receiving regular career increments during 1996-97 and those who have previously received the increments and lost them due to prior contract language, shall be placed at the first year of the first career level. All other staff shall start receiving the increment as outlined above.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twentieth (20) of each month. Employees shall receive their checks at their regular building and on a regular school day unless otherwise designated by the employee with the approval of the superintendent.

2. Exceptions

a. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day unless unforeseen circumstances deem otherwise.

b. New employees may request their first paycheck to be split into two equal payments. Their first payment shall be made on September 1, and the second one as the contract stipulates.

3. Summer Checks

Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee not later than the nineteenth (19) of each month. The school district assumes no responsibility for delays due to the U.S. Postal Service.

E. Extended Contract Rate

The salary schedule is based upon the regular school calendar. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows: for each month of extended service, the employee shall be paid 1/9 of the employee's nine-month salary. For extended service lasting less than one (1) month, the employee shall be paid 1/193 of his/her current contract salary for each day's service other than any special grants or programs that may be negotiated between the employer and employee.

F. Tuition Reimbursement

Employees upon furnishing a grade report shall be reimbursed for graduate credit, approved undergraduate or recertification credit, and/or approved combinations of the foregoing according to the following guidelines:

1. All courses must be approved by the Superintendent prior to enrollment. The criteria for the Superintendent's decision shall include but not be limited to benefit to the school district and applicability to the contracted assignment of the individual making the request. (Examples: For a classroom employee: courses in classroom management, discipline or technology would be approved, whereas courses leading to a degree in administration would normally be denied.)

2. Undergraduate or recertification credit must be approved by the superintendent in advance and will be allowed only for courses that were offered with the option of graduate credit, when no significant difference in course content would seem to exist.
 3. The rate of reimbursement shall be:
 - a. 50% of tuition at any of the three state universities.
 - b. 50% of tuition at any college or university not to exceed 50% of the tuition for courses at the University of Iowa.
 - c. In no case shall the amount of reimbursement be greater than 50% of the actual cost of credit.
 4. These provisions do not apply to anyone on a leave of absence.
- G. Part-time Employees
Compensation shall be determined as follows: Salary, career increments, extended contract, and other state funding tied to the salary schedule shall be totaled. This amount shall be multiplied by the employee's percent of full-time.

ARTICLE IX: SUPPLEMENTAL PAY

- A. Extra-Curricular Activities
1. All employees shall be employed on the basis of their professional qualifications and certification in accordance with the standards as prescribed by the laws of the State of Iowa and regulations of the Department of Education. Assignments shall be made by the administration. Any employee may be relieved of an extra-curricular assignment if the employee and the administration mutually agree and a replacement can be found. This procedure must take place prior to contract issuance.
 2. The Board and the Association agree that the extra-curricular activities listed in Schedule II, Supplemental Pay, are official school activities covered by school insurance.
- B. Rate of Pay
Employee participation in extra-curricular activities shall be compensated according to the rate of pay in Schedule II, Supplemental Pay, which is attached hereto and made a part hereof.
- C. Shared Position
If a head coach (director) and an assistant in any sport (activity) desire to share the duties and responsibilities of their respective positions, the Board may issue contracts for "co-head" coaches (directors). The compensations for each of these "co-head" positions shall be the sum of the appropriate head and assistant salaries as shown on Schedule 2, Supplemental Pay, divided by two. Said "co-head" positions shall continue so long as all parties are in agreement that it satisfies the best interests of the program involved. If either "co-head" coach (director) or the Board terminates the arrangement, the assignments shall revert to what existed before issuance of the "co-head" contracts. If one of the "co-head" coaches (directors) leaves the district or the sport (activity), the remaining coach (director) shall assume the head position. Credit for experience during the duration of the "co-head" position shall be retained after its termination.

ARTICLE X: OTHER FINANCIAL BENEFITS

A. Types

1. Worker's compensation: Each employee shall be covered by worker's compensation paid for by the Board.
2. School liability: All employees shall be covered by school-financed liability insurance.
3. The Board shall provide \$510.00 per month toward the cost of other benefits for all full-time employees. Those full-time certified employees under contract for more than ninety (90) working days but less than one hundred ninety three (193) working days shall be given benefits based on a proportional time of employment. Employees whose contracts are at a seventy-five percent (75%) or greater portion of full-time shall receive other benefits at a level prorated to their portion of full-time. With the exception of individuals coming under the provisions of item e below, employees at a level below seventy-five percent (75%) are not eligible for the benefits of this section. These benefits must comply with the regulations for Section 125 Plans and may include but are not necessarily limited to: Life Insurance, Disability Insurance, Health and Major Medical Insurance, and Health Savings Accounts (HSA).
 - a. Recommendation of carriers and the nature of plans available shall be carried out jointly by an insurance committee comprised of two members of the Association and the Superintendent. The committee shall review alternative insurance options, report to all interested parties and receive input prior to recommending any changes.
 - b. Employees on non-paid leave for one month or longer shall have the option to continue participation in any of the above programs at their expense making any necessary payments to the Board within 30 calendar days of the billing date.
 - c. A deduction authorization form must be signed by the employee before a balance of premium is deducted from the employee's salary.
 - d. The insurance committee shall provide all employees a description of all benefits and options available.
 - e. Employees who have entered into a job share agreement constituting a shared arrangement of a full-time position shall receive "other financial benefits" based on their proportional time of employment for the school year.
 - f. Employees shall have the option of making voluntary contributions to a Section 125 Plan. Maximum contributions shall be set at legal limits for dependent care and as set by the Board of Education for out-of-pocket medical expenses.

B. Travel Allowance

All personnel for the school district shall be reimbursed for travel expenses incurred for travel authorized by the Superintendent of Schools and/or for travel incurred under the policies of the Board.

1. Travel shall be by common carrier when such transportation is available and will serve the time schedule of the individual as well as travel by private automobile. In such cases, if the individual chooses to go by automobile, the maximum travel cost shall be at the common carrier rate.
2. The rates for reimbursement shall be actual and reasonable amounts for food and lodging for which receipts shall be submitted, plus mileage established by the State of Iowa.
3. All personnel shall be reimbursed for any travel from the building in which they normally begin their service. This does not include travel to and from work and home.

ARTICLE XI: SICK LEAVE

A. Accumulative Benefits

Certified personnel shall be granted leave of absence for personal illness or injury with full pay in the following amounts:

- | | |
|--|---------|
| 1. The first year of employment..... | 10 days |
| 2. The second year of employment..... | 11 days |
| 3. The third year of employment..... | 12 days |
| 4. The fourth year of employment..... | 13 days |
| 5. The fifth year of employment..... | 14 days |
| 6. The sixth and subsequent years..... | 15 days |

The above amounts shall apply only to consecutive years of employment in this district except for leaves of absence which are granted elsewhere in this Agreement; accumulated past sick leave and credited current sick leave shall not be more than a total of 120 days.

B. Notice of Accumulation

Each employee shall be notified of the employee's accumulated sick leave days no later than the last work day of each school year. Each employee shall verify acceptance of the accumulative sick leave by signing the appropriate form.

ARTICLE XII: TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

1. Professional

If an employee wishes to attend a professional conference, workshop, visit another school, or wishes to be absent for any other professional reason the employee must submit a written request to the building principal. If approved by the principal it must be submitted to the superintendent for final approval at least one week prior to the first day of anticipated absence. On approval, substitute costs will be paid by the district. If funds are available an attempt will be made to reimburse appropriate expenses such as travel, meals, lodging and registration fees. To be approved, the conference etc. must be in the employee's contracted area and must have been agreed upon in the final budget for the school year in which attendance is requested.

2. Jury and Legal

Any employee called for jury duty during school hours or who is required to make an appearance in any judicial proceeding, or who shall be asked to testify in any arbitration matter shall be provided such time. There will be no paid leave time for any absence involving a legal proceeding between the school district and association. Any fees or remuneration the employee receives during these writ of subpoena appearances shall be turned over to the South Winneshiek Community School District. In the event the employee is required to appear in court or before a body as a party to any private legal action which is not job related, the provisions of this article shall not apply.

3. Personal Leave

Two days of personal leave will be granted yearly upon the request of the employee, provided at least five (5) school days notice is given to the building principal. The five (5) school days notice shall be waived in case of an emergency. No more than four (4) employees per district shall be granted personal leave at one time. A personal leave day shall be granted for the day preceding or the day following holidays or vacations only if a suitable substitute has been scheduled. A personal leave day shall not be granted for inservice days prior to student contact days and the first and last student contact days of the school year, except in the case of an emergency, or for some other reason deemed, at the Superintendent's discretion, to be warranted. The discretionary denial by the Superintendent of a personal leave day for "some other reason" on inservice days prior to student contact days and on the first and last student contact days of the school year shall not be subject to the grievance procedure.

Unused personal leave days shall, at end of year check-out, be designated for future use, either as an additional (third) personal leave day or as outlined in section 4, d of this article. Designation of unused personal days cannot be changed once made. A maximum of six (6) previously designated unused personal leave days may be used in any given school year, through the provisions of this article.

4. Bereavement and Family Illness

- a. Up to five days of leave shall be granted at any one time in the event of death of an employee's spouse, child, step-child, parent, father-in-law, mother-in-law, brother, or sister.
- b. Up to two days of leave shall be granted in the event of death of a friend or a relative for attendance at the funeral.
- c. Up to five days of leave per year shall be granted for illness of the employee's spouse, child, step-child, parent, brother, or sister.
- d. Up to five (5) additional days shall be available to be taken from the employee's previously designated, unused personal leave days, for illness or death of the employee's spouse, child, step-child, parent, father-in-law, mother-in-law, brother, sister, grandchild, and grandparent or to extend the bereavement leave granted in section A4. paragraph b. of this article.

5. Association Leave

At the beginning of each school year the Board will credit to the Association two (2) paid days for the purpose of transacting Association business by its' officers and/or

representatives. The Association will reimburse the school district for the cost of substitute employees during the above days.

B. Unpaid Leave

Absence without pay may be authorized upon written request by the employee to the superintendent. For such absences, deductions from the employee's salary shall be made in accordance with the school district's pay deduction regulations. The employee shall make application for authorization at least ten (10) calendar days in advance of the occurrence, or if advance application is not possible, then a verbal notification to a supervisor shall be given, and a written application shall be made not later than ten (10) calendar days after absences other than that for personal illness. The purpose of the absence shall be a factor in the decision as to authorization.

Involuntary absence not heretofore provided for may be excused by the superintendent. The employee shall make application to the superintendent immediately for excuse for such absence, and deductions in salary shall be made unless such deductions be specifically waived by the superintendent, and if necessary, approved by the Board.

Other absences than those herein provided for, or failure to follow the foregoing regulations, may be deemed to be neglect of duty and may be sufficient grounds for dismissal.

C. Unpaid Family and Medical Leave

1. The provisions of the Unpaid Family and Medical Leave Act are hereby incorporated into this agreement by this reference with agreement to remedy only through the grievance process unless the law prohibits the grievance-only process. This inclusion shall in no way reduce or adversely impact any other provisions of this agreement.
2. One exception to the Unpaid Family and Medical Leave Act shall be that any employee who has worked for the District for less than 1250 hours during the last twelve (12) month period shall have his/her leave prorated to the extent of the number of hours worked during the last twelve (12) month period.

ARTICLE XIII: EXTENDED PERSONAL LEAVE

A. Conditions

A one or two year(s) leave of absence may be granted for personal or educational reasons upon recommendation of the superintendent and approval by the Board for employees who have been employed four (4) or more years in the South Winneshiek School System. A written application shall be made on or before February 15. An employee may request postponement of action until May 1. The duration of leaves granted under the policy shall be for the following school year(s), commencing in the fall of the year in which the application was filed.

B. Return Provisions

A written request for reinstatement shall be made to the superintendent by February 15 of the calendar year in which return is anticipated. Upon return from such a leave, an attempt will be made to assign the employee to the employee's former position or said employee shall be assigned a similar position mutually agreed upon. Any accumulated sick leave and

designated unused personal leave not used will remain in force upon return to duty. However sick leave and unused personal leave will not accumulate during the extended leave time.

ARTICLE XIV: EMPLOYEE HOURS

A. Arrival/Dismissal

Employees shall arrive at school by 8 a.m. Dismissal time shall be fifteen (15) minutes after the departure of the last bus at each respective center, Ossian and Calmar. Staff and inservice meetings can supersede employees' normal hours as long as the staff is notified at least twenty-four hours in advance (except in the case of an emergency). Staff and inservice meetings shall commence no earlier than 7:45 a.m. On Fridays, work days preceding holidays or vacations, or for early dismissal, the employee's day shall end upon the departure of the last bus.

B. Additional Activities

1. In addition to the basic school day, the employee shall be required to reasonably participate in school activities beyond the basic employee's day as is required by the Board of Education or its designated representatives. The normal duties for employees include a proportional share of extra-curricular and supervisory activities as determined by the principal, superintendent, or Board of Education.
2. The administration will ask for volunteers for ticket takers at school sponsored events. When employees are assigned or volunteer to work extra-curricular activities beyond the school day, employees will receive \$15.00 per event or \$7.00 per hour, whichever is the greater amount.
3. For contracted teaching assignments extending beyond six (6) periods per day at the high school and/or the middle school, that employee involved shall be compensated at the proper proportion of the per diem rate.
4. An amount of fifteen (15) dollars per class period shall be paid the employee for assuming another employee's class or study hall in the event a substitute is not available. The above work would be done during the employee's preparation time.
5. In the event an employee is temporarily assigned from one area of responsibility to another, such assignment shall be documented by the principal in writing to the employee. The employee shall be relieved of any responsibility for the former area of assignment during the temporary assignment.

C. Duty-free Lunch Time

The principal of each building will provide at least a twenty (20) minute daily, duty-free, uninterrupted lunch time.

D. Preparation Time

The principal of each individual building will provide at least one period daily between the hours of 8:30 a.m. and 3:10 p.m. for preparation time for each employee within the student day. Staff and inservice meetings may supersede designated preparation time. In grades 6-12 the principal will provide one period daily. In grades K-5, the principal will provide at least 30 minutes. Such time shall be in addition to the employee's duty-free lunch.

ARTICLE XV: WORKYEAR, VACATIONS, AND HOLIDAYS

A. Contract Year

The in-school work year for employees contracted for each school year shall not exceed one hundred ninety-three (193) work days.

B. Holidays

The regular and extended contract of employees shall include seven holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day, Presidents' Day, Good Friday, and Memorial Day. Presidents' Day may be designated as a make-up day.

ARTICLE XVI: HEALTH PROVISIONS

A. New Employees

Physical examinations shall be required of all certified personnel upon their initial appointment. Forms for examinations shall be provided by the school district and the school district shall provide up to \$100.00 to the employee toward that portion of the examination, test, and/or X-ray costs, which are not covered by insurance.

B. Examination Forms

An examination form shall be recommended by the Superintendent of Schools and approved by the Board of Education.

ARTICLE XVII: TRANSFER PROCEDURES

A. Definition

The assignment of an employee to a different building, grade level, or department shall be considered a transfer.

B. Voluntary Transfer Procedures

1. The superintendent shall post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. The superintendent shall notify by mail all employees eligible for voluntary transfer of all vacancies which occur during the months school is not in session. Employees shall sign an official document indicating their area (s) of certification no later than the last work day of each school year. Employees who acquire additional endorsements after that time shall notify the school district of the additional areas of certification.

2. Employees under continuing contract who desire a change in grade and/or subject assignment for the next school year or who desire to transfer to another building for the next school year shall file a written statement of such desire with the superintendent not later than May 1. Such statement shall include the grade and/or subject to which the employee desires to be assigned and/or the school building to which the employee desires to be transferred. This voluntary transfer procedure is not available for transfer to or from extra-curricular duties or for

transfers by employees during their first year of statutory probation. Employees who desire such a change for any posted vacancy for the current or next school year shall also have ten (10) school days after the posting of the initial vacancy to file their written statement for the posted vacancy and all resulting vacancies. All written statements for transfer on file prior to the beginning of any interview process for a vacancy will be considered before consideration of outside applicants.

An employee requesting the transfer to any vacancy cannot be denied such transfer arbitrarily, capriciously, or without basis in fact. Any employee who is denied the requested transfer shall be notified in writing of the reasons for the denial as soon as reasonably possible. If more than one employee with certification and qualification has applied for the same position, the determination as to which employee shall receive the position shall be made on the basis of seniority.

3. Notice of transfer shall be given to employees as soon as practical.

4. A voluntary transfer shall be granted, even when no vacancies exist, if two or more employees, with the approval of the building principal, agree to an exchange of grade and/or subject assignment. In the event a more senior employee has on file, pursuant to paragraph 2 of this section, a request to fill either of the positions involved in the change, said change will become effective only if the more senior employee waives all rights to the position in question. Waiver of rights shall be for the particular instance in question and shall not remove the more senior employee from consideration should a vacancy occur at some later date.

Any change granted under this provision shall be permanent unless all parties, including the building principal, agree in writing, prior to initiation of the change, to a specific duration or to an automatic review. Copies of any written stipulations of duration or review shall be maintained on file and furnished to each of the parties. If there is any disagreement among the parties, including the building principal, to any conditions of the transfer, all parties will remain in their original capacity.

5. Under no circumstance shall the provisions of this article be applied to individuals whose contracts are not covered by the continuing contract provisions of the law. Examples of excluded employment would include, but not be limited to, employees hired for short-term summer school programs or long-term substitute employees.

C. Involuntary Transfer Procedures

1. Any involuntary reassignment or transfer shall be made only after a meeting between the employee involved and the superintendent or principal at which time the employee shall be notified of the reasons for the impending transfer or reassignment.
2. In the event that an employee objects at this meeting to the reassignment or transfer, the Association will, upon request of such employee, send a representative with the employee to meet with the superintendent or the superintendent's designee to discuss the reassignment or transfer. If grievance is sought it shall be initiated at the appropriate level.
3. Notice of involuntary transfer shall be given to employees no later than June 30.
4. All involuntary transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

ARTICLE XVIII: SHARED POSITION

- A. A job share agreement constituting a shared arrangement of a full time position may be allowed when two appropriately certified employees make request, in writing, not later than May 1 to the building principal and the superintendent. If approved by the superintendent, said arrangement shall be considered one full time position, with full time benefits divided proportionately between the individuals.
 - 1. Requests shall include the reasons for seeking the shared time.
 - 2. The original request and a record of any staff reduction(s) occurring during the term of the agreement shall be maintained in the personnel files of the employees.
- B. The arrangement shall be ended when one or both individuals involved in a shared position wishes to end that arrangement, and notifies the superintendent in writing by April 1 for the following school year. An attempt will be made to assign the employees to their former positions or said employee(s) shall be assigned a similar position(s) mutually agreed upon.
 - 1. Voluntary transfer or another job share may be undertaken, if desired and timelines permit. Any second job share shall require the definition of the position to which the employee will return, if possible, at the conclusion of the job share.
 - 2. In the event that staff reduction was a factor in establishing the shared arrangement, or that subsequent staff reduction has eliminated one of the original positions and no position can be mutually agreed upon, the staff reduction provisions of this contract shall be applied.
- C. Voluntary transfer to another position, after April 1, shall be allowed only if the remaining employee can assume the shared position full time, without gaining advantage over other more senior staff in relation to the voluntary transfer provisions of this contract. It is understood that potential gain of advantage cannot exist unless a more senior staff member has on file a statement of desire to transfer into the position being shared, should it become vacant.

ARTICLE XIX: REDUCTION OF CERTIFIED PROFESSIONAL STAFF

The following shall govern and control the rights of the parties hereto in the event of reduction in or elimination of an employee's individual contract, due to the reduction or elimination of a teaching position.

- A. Coverage
All employees (all members of the bargaining unit) under this Agreement.
- B. Employees Involved
 - 1. The Board agrees that attrition due to retirement or resignation will be first considered. When a retirement or resignation is discovered by the District after RIF notices are given, and the resignation or retirement satisfies the need for staff reduction, a RIF notice will be rescinded to account for that resignation or retirement through the last day of the individual contract year in which RIF notices are given. Thereafter, the same principle will apply but be treated as a recall. Such rescission or recall shall be subject to paragraph D - Seniority. In all instances, Article XIX B.1. (staff reduction) shall take precedence over Article XVII B. (Voluntary Transfer).

2. Employees with emergency and/or conditional certifications, or conditional endorsements, unless needed to maintain an existing program, shall receive R.I.F. notices before any fully certified employees, unless no fully certified employee is available to fill the position. (For instance, an employee earning an endorsement for specific learning disability pupils may need to be retained to maintain the program.) Additionally, employees may displace other less senior employees above or below the specific level shown on their certificate only if they are certified and eligible to hold a position, according to Department of Education regulations.
3. In the event that the staff reduction necessary cannot be accomplished by attrition or reduction of employees holding emergency and/or conditional certifications, or conditional endorsements, then employees shall be displaced in the affected grade level/subject matter area, in reverse order of seniority, with the least senior employee, listed under Section D. Seniority being displaced first. Extra-duty assignments shall not be considered part of the position for purposes of staff reduction/layoff.

C. Notice

The superintendent will notify each employee who may possibly be affected by reduction, as outlined in the timelines and procedures of Chapter 279, Code of Iowa (as of 1999, this is April 30). Such notice shall be in writing and contain the same requirements as the notice set forth in Chapter 279, and a statement of the position(s) to be eliminated or reduced through this action. A copy of the notice delivered to the employee shall be forwarded to the Association. However, the failure of the copy delivery to the Association shall not affect the legality or contract sufficiency of the notice delivered to the employee.

D. Seniority

1. An employee's seniority shall apply in all area(s) of certification.
2. Seniority shall be defined as the number of years of continuous service in the district from the date the employee signed his/her first individual contract. Approved unpaid leaves of absence shall not constitute a break in an employees continuous years of service. Also, approved unpaid leaves of absence will not count toward seniority. If two or more employees have the same seniority date, the relative order of seniority shall be determined by drawing lots. When two or more employees share the same position, the seniority of the position shall be that of the least senior employee in that position for purposes of this Article. No later than September 30 of each school year, the Board will post in all school buildings and deliver to the Association a list showing the seniority of each employee employed by the Board, each employee's areas of certification and endorsement, the contract signature date of the employee's first contract and the dates and duration of any approved unpaid leaves.

E. Displacement Procedure

1. If a position is eliminated, the affected employee shall be allowed to displace any less senior employee in any position for which the affected employee is certified and eligible to hold a position, according to Department of Education regulations.
2. The displaced employee shall then be allowed to displace any less senior employee in any position for which the displaced employee is certified and eligible to hold a position, according to Department of Education regulations. This process shall

continue until the displaced employee has no displacement options because of a lack of seniority in areas of certification.

F. Recall

Any employee reduced/laid off wholly or partially in accordance with this Article shall be recalled for a period of one (1) year to any vacancy for which he/she is certified in inverse order of layoff. Notice of Recall shall be given by registered or certified mail to the last address furnished to the Board by the employee. A copy of such Notice of Recall concurrently will be furnished to the Association by personal delivery or ordinary mail. If the Board has not received a response from the employee within ten (10) days after the employee's receipt of the Notice of Recall, the employee will be deemed to have refused the position offered. In that event, or in the event that the employee responds with a refusal of the offered position, all recall rights for the employee under this Article shall terminate, so long as the offer of employment is equivalent in percentage of contract to that held at the time of reduction. If an employee accepts the position of a lesser percentage of contract than held at the time of reduction, additional recall rights under this Article shall continue. However, if notification is undeliverable, the employee will have waived re-employment rights for said vacancy only. The employee will keep the district aware of any changes of address.

G. Benefits

Any accumulated sick leave and designated unused personal leave not used will remain in force upon return to duty. However sick leave and unused personal leave will not accumulate after termination and prior to recall.

H. Resignations

Any employee who resigns upon request for reasons of staff reduction shall be accorded the recall right unless specifically waived by the employee in writing.

I. Change in Qualifications

During the one-year period of recall rights, it is the responsibility of the employee desiring re-employment to apprise the administration of the employee's qualifications in other professional categories.

J. Limitations

Under no circumstances shall the provisions of this article be applied to individuals whose contracts are not covered under the continuing contract provisions of the law. Examples of excluded employment would include, but not be limited to, employees hired for short term summer school programs or long term substitute employees.

ARTICLE XX: EMPLOYEE EVALUATION

Periodical Evaluations

The Board shall employ, retain and advance only the most qualified professional personnel on the staff. The results of the evaluations shall be submitted to the superintendent in such manner and at such times as may be determined by the Board and the Superintendent of Schools and in compliance with the law.

A. Purposes of Evaluation

The purpose of employee evaluation is to assure a quality education for the students of this district. To these ends, an evaluation system must provide vital information regarding teaching performance and comply with the law.

1. It must determine if an employee's performance is satisfactory and if the employee should be retained in the school system.
2. It should assist the employee to improve where improvement is needed.

B. Rules for Evaluation

1. Employees new to the school system will be evaluated at least once each of the first two years.
2. All other employees will be evaluated at least once every three years.
3. When an employee is assigned to more than one building, the employee shall be assigned one (1) evaluator.
4. All formal observations shall be conducted no sooner than 3 weeks from the beginning of the school year and no later than two weeks prior to the end of the school year. The observation shall be for a continuous and reasonable length of time and shall be a minimum of approximately twenty (20) minutes. No observation shall be conducted the day before or after a day of vacation.
5. The employee and the evaluator shall have a pre-conference at least two (2) work days prior to the formal observation and a post-conference no later than five (5) work days following the formal observation.
6. The evaluator's written observation comments shall be reviewed at the post-conference and shall be signed and dated by both the employee and evaluator. The employee shall be provided a copy of the comments and shall sign as having been given the opportunity to review the comment sheet. This signature does not necessarily mean agreement with the comments.
7. Nothing within this Article shall prohibit the evaluator from conducting informal observations that may be included in the summative evaluation process. If less than satisfactory performance is observed during the informal observation, the evaluator will notify the employee in writing of the less than satisfactory performance no later than five (5) working days after the informal observation.

C. Administrative Procedures and Guidelines

1. Employees new to the evaluation system will be notified of the procedures and instruments of evaluation by the superintendent/designee within 10 work days of the beginning of the school year.
2. Prior to May 15, yearly, the building principal shall submit a written summary of individual evaluation to the Superintendent of Schools. These summaries shall be placed in each employee's personal folder in the central office file. The written summary shall not be submitted to any agency, public or private, without consent of the individual employee.
3. Before the final summary of the individual evaluation by the building principal is presented to the superintendent, the employee shall have been informed of its contents and given an opportunity to make either a written or oral reply to the superintendent.

4. None of the preceding shall preclude an employee or Board of Education's right to act within the legal framework of the Code of Iowa concerning procedures of due process.

D. Personnel File Review

Each employee shall have the right during normal school district hours to review the contents of the employee's personnel file.

ARTICLE XXI: COMPLIANCE CLAUSE

A. Compliance Between Individual Contracts and Comprehensive Agreement

Compliance between individual contracts and the Comprehensive Agreement shall be as provided by law.

B. Separability

If any part of this Agreement is deemed illegal then that part is null and void.

C. Printing Agreement

Copies of this Agreement shall be printed at the expense of The Board. The Agreement shall be presented to all employees now employed or hereafter employed. Additional copies shall be available in the superintendent's office.

D. Duration Period

This Agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2008.

ARTICLE XXII: SIGNATURE CLAUSE

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature placed thereon, all on the 5th day of June, 2007.

South Winneshiek Education Association:

By Its President: Carol Harnan

By Its Chief Negotiator: Don E. Stewart

South Winneshiek Community School Board:

By Its President: Allan K. Schmidt

By Its Chief Negotiator: John R. Wied

SCHEDULE I

Training Level		I	II	III	IV	V	VI
Yrs. Exp	Step No.	3 Years	BA	BA +15hrs	BA +30 hrs.	MA	MA + 15hrs.
		0.92	1.00	1.04	1.08	1.12	1.16
0	1	\$24,958	\$27,128	\$28,213	\$29,298	\$30,383	\$31,468
		0.95	1.04	1.08	1.12	1.16	1.20
1	2	\$25,772	\$28,213	\$29,298	\$30,383	\$31,468	\$32,554
		0.98	1.08	1.12	1.16	1.20	1.24
2	3	\$26,585	\$29,298	\$30,383	\$31,468	\$32,554	\$33,639
		1.01	1.12	1.16	1.20	1.24	1.28
3	4	\$27,399	\$30,383	\$31,468	\$32,554	\$33,639	\$34,724
		1.04	1.16	1.20	1.24	1.28	1.32
4	5	\$28,213	\$31,468	\$32,554	\$33,639	\$34,724	\$35,809
		1.07	1.20	1.24	1.28	1.32	1.36
5	6	\$29,027	\$32,554	\$33,639	\$34,724	\$35,809	\$36,894
		1.10	1.24	1.28	1.32	1.36	1.40
6	7	\$29,841	\$33,639	\$34,724	\$35,809	\$36,894	\$37,979
		1.13	1.28	1.32	1.36	1.40	1.44
7	8	\$30,655	\$34,724	\$35,809	\$36,894	\$37,979	\$39,064
		1.16	1.32	1.36	1.40	1.44	1.48
8	9	\$31,468	\$35,809	\$36,894	\$37,979	\$39,064	\$40,149
		1.19	1.36	1.40	1.44	1.48	1.52
9	10	\$32,282	\$36,894	\$37,979	\$39,064	\$40,149	\$41,235
			1.40	1.44	1.48	1.52	1.56
10	11		\$37,979	\$39,064	\$40,149	\$41,235	\$42,320
			1.44	1.48	1.52	1.56	1.60
11	12		\$39,064	\$40,149	\$41,235	\$42,320	\$43,405
				1.52	1.56	1.60	1.64
12	13			\$41,235	\$42,320	\$43,405	\$44,490
					1.60	1.64	1.68
13	14				\$43,405	\$44,490	\$45,575
						1.68	1.72
14	15					\$45,575	\$46,660
							1.76
15	16						\$47,745

SCHEDULE II -- SUPPLEMENTAL PAY SCHEDULE

The allowance is based upon a BA base salary. New teachers and teachers within the system assuming a position on the supplemental schedule for the first time will be placed on Step I of the experience column regardless of previous experience with the following exception: An employee having in-district experience (paid or volunteer) within a given activity shall retain that experience when moving to a lower level of the same activity (i.e. a varsity coach moving to the middle school level). Maximum experience allowance will be step III for persons within the district.

Position	Step I %	Step II %	Step III %
Varsity Football Coach	11.0%	12.0%	13.0%
Asst. Football Coach	7.5%	8.0%	8.5%
Varsity Basketball coach	11.0%	12.0%	13.0%
Asst. Basketball Coach	7.5%	8.0%	8.5%
Varsity Wrestling Coach	11.0%	12.0%	13.0%
Asst. Wrestling Coach	7.5%	8.0%	8.5%
Varsity Volleyball Coach	11.0%	12.0%	13.0%
Asst. Volleyball Coach	7.5%	8.0%	8.5%
Varsity Track Coach	11.0%	12.0%	13.0%
Asst. Track Coach	7.5%	8.0%	8.5%
Summer Baseball Coach	11.0%	12.0%	13.0%
Asst. Baseball Coach	7.5%	8.0%	8.5%
Softball Coach	11.0%	12.0%	13.0%
Asst. Softball Coach	7.5%	8.0%	8.5%
Varsity Golf Coach (Boys-Girls)	11.0%	12.0%	13.0%
Asst. Golf Coach (Boys-Girls)	7.5%	8.0%	8.5%
Cross Country Coach	11.0%	12.0%	13.0%
Asst. Cross Country Coach	7.5%	8.0%	8.5%
Head M.S. Coach	5.5%	6.0%	6.5%
Asst.M.S. Coach	5.0%	5.5%	6.0%
Varsity Cheerleading	7.5%	8.0%	8.5%
Middle School Cheerleading	2.5%	3.0%	3.5%
Speech Coach, Individual Events	7.0%	8.0%	9.0%
Speech Coach, Large Group	6.0%	7.0%	8.0%
Speech Coach, One-Act Plays	2.0%	3.0%	4.0%
T.V. News	2.0%	3.0%	4.0%
Dramatics Director (per major production)	9.0%	10.0%	11.0%
Drama Technical Director	4.5%	4.5%	4.5%
Musical-Drama Director	9.0%	10.0%	11.0%
Musical-Asst. Director	5.5%	6.0%	6.5%
Musical-Technical Director	4.5%	4.5%	4.5%
Musical-Instrumental Director	2.0%	2.0%	2.0%
M.S. Drama	3.0%	3.5%	4.0%
Musical-Vocal Director	2.0%	2.0%	2.0%
High School Instrumental Music	7.5%	8.0%	8.5%
Middle School Band	2.5%	3.0%	3.5%
High School Flag Corps	1.5%	2.0%	2.5%
High School Stage Band	2.5%	2.5%	2.5%
High School Vocal Music	7.5%	8.0%	8.5%
High School Show Choir	3.5%	4.0%	4.5%
Elem./Middle School Show Choir	1.5%	2.0%	2.5%
Yearbook Advisor	7.5%	8.0%	8.5%
Student Paper	6.5%	7.0%	7.5%
Debate Team	7.5%	8.0%	8.5%
Ticket Sellers-Fall Sports	2.5%	3.0%	3.5%
Ticket Sellers-Winter Sports	2.5%	3.0%	3.5%
Audio Visual Equipment	5.5%	6.0%	6.5%
FFA Advisor	5.5%	6.0%	6.5%
Student Council Advisor-High School	2.5%	3.0%	3.5%
Student Council Advisor-Middle School	1.5%	2.0%	2.5%
National Honor Society Advisor	1.5%	2.0%	2.5%
Smoke Signals Advisor	1.5%	2.0%	2.5%
Peer Helper Advisor	1.5%	2.0%	2.5%

A teacher who has been in the position listed will assume a step in accordance with his/her level of experience within the district.

SCHEDULE III

South Winneshiek Community School

_____ Building

GRIEVANCE REPORTS

Name of Aggrieved Person # _____

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature _____ Date _____

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor Date _____

Signature of Representative Date _____

Signature of the Grievant Date _____

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Representative Date

Signature of Superintendent or Designee Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Representative

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date of Decision